

REMARKS

This Amendment and Response is fully responsive to the Non-final Office Action mailed April 4, 2008 ("Office Action"). By these amendments, Claims 1-4, 8-9, 11, 13, 15-19, 23-24, 26, and 28 have been amended; Claims 30-44 have been added; and Claims 5-7, 10, 12, 14, 20-22, 25, 27, and 29 have been cancelled. After entry of these amendments, Claims 1-4, 8-9, 11, 13, 15-19, 23-24, 26, 28 and 30-44 remain pending. Support for the new claims can be found in the specification at least at paragraphs [0135] – [0232] and paragraphs [0261] – [0268], and the corresponding figures discussed therein. Applicants respectfully submit that no new matter has been added by the foregoing amendments. In view of these amendments and remarks, Applicants respectfully assert that the rejections are now made moot and reconsideration and allowance of the application is respectfully requested.

Claim Rejections Under 35 U.S.C. § 112

In the Office Action, Claims 12 and 27 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claims 12 and 27 have been cancelled by the above amendments, rendering the rejections thereof moot.

Claim Rejections under 35 U.S.C. § 103(a)

In the Office Action, Claims 1-11, 13, 16-26, and 28 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application No. 2003/0055783 to Cataline et al. ("*Cataline*"), in view of and U.S. Patent No. 6,658,393 to Basch et al. ("*Basch*") and U.S. Patent No. 6,505,249 to Rehkopf ("*Rehkopf*").

With respect to independent Claim 1, the Office Action relies on *Cataline* as disclosing "storing information identifying a payment issue time of each of one or more payments to a payee" and "determining a period of time . . . to complete a future payment to the payee issued on behalf of a payor," as in amended Claim 1. (See Office Action, paragraph 8 (citing paragraphs [0027], [0048], and [0076] of *Cataline*)). The Office Action admits that *Cataline* does not disclose a method of "receiving post-issue event information associated with each of the one or

more payments,” as in amended Claim 1. Further, the Office Action admits that *Cataline* does not disclose the method of “determining a period of time, based upon the stored information and the post-issue event information,” as in amended Claim 1. (See Office Action, paragraph 12). Instead, the Office Action relies on *Basch* for disclosing “receiving post-issue even information associated with each of the one or more payments,” and on *Rehkopf* for disclosing “determining a period of time, based upon the stored information and the post-issue event information.” (See Office Action, paragraph 13 (citing FIG. 1 of *Basch* and column 8, line 16 – column 9, line 8 of *Rehkopf*)).

Applicants, however, respectfully assert that *Cataline* does not teach or suggest “determining a period of time . . . to complete a future payment to the payee issued on behalf of a payor,” and particularly, for example, does not teach determining a period of time to complete a future payment to the payee, but is instead related to selecting a payment transaction mechanism for a specific payment from a variety of mechanisms, depending upon criteria related to the specific payment request or the participating entities, (*see Cataline*, Abstract). Additionally, Applicants respectfully submit that neither *Basch* nor *Rehkopf* are at all related to payment transaction processing, and more specifically are not related to and do not teach or suggest “receiving post-issue event information associated with each of the one or more payments” or “determining a period of time, based upon the stored information and the post-issue event information, to complete a future payment to the payee”

First, with respect to *Cataline*, the portions relied upon for disclosing “determining a period of time . . . to complete a future payment to the payee issued on behalf of a payor” in the Office Action simply state that “a payment initiator . . . [can] optimize the timing and technique used to effect various payments” and that a “payment optimizer can interrogate . . . [to determine] what is the timing necessary *for the particular situation*.” (*Cataline*, paragraphs [0027] and [0076]). When read in context with the rest of the specification, these statements are limited in their application, and generally relate to receiving a payment request and subsequently selecting an optimized payment transaction mechanism for that specific payment request received. For example, paragraphs [0075] and [0076] of *Cataline* describe:

[T]he payment optimizer operates as an intelligent router *that utilizes the information of the requested transaction* to determine

the most effective and efficient means for settling a transaction under a set of rules and using various inputs. . . .

Once the payment optimizer obtains the translated information through the incoming translator, then the payment optimizer can interrogate who is the destination, *what is the timing necessary for the particular situation*, what is the dollar amount, and who is the person, etc., for example. Once the payment optimizer determines what is the most efficient way to settle the transaction, then the payment optimizer actually turns and translates the data into that format. . . .

(Emphasis added). Accordingly, it is clear that *Cataline* describes determining a way to settle a specific payment request, based on information transmitted in the requested transaction, such as by inquiring about the payee (“who is the destination”), the payment amount (“what is the dollar amount”), and the payor (“who is the person”). (See *Cataline*, paragraph [0076]). Thus, the statement in paragraph [0076], inquiring “what is the timing necessary for the particular situation,” as cited in the Office Action, clearly refers to an inquiry regarding a payment date or timeframe designated in the payment transaction itself, and not some other determination unrelated to the payment transaction. Similarly, paragraph [0027] vaguely states that the payment initiator “can optimize the timing,” and is not enabled as to specific details, and thus cannot be held to teach or suggest anything more.

In contrast, independent Claim 1 is directed to determining a period of time to complete a future payment to a specific payee, based upon stored information and post-event information associated with past payments to that same payee. Nothing in *Cataline* teaches or suggests such a method or system that determines a period of time to complete a future payment and nothing in *Cataline* teaches or suggests determining a time period specific to a payee, based on past issue information for that payee. Accordingly, Applicants respectfully submit that *Cataline* fails to teach or suggest “determining a period of time . . . to complete a future payment to the payee issued on behalf of a payor,” as in amended independent Claim 1, and that, for at least this reason, Claim 1 is patentable thereover.

Second, as described above, the Office Action admits that *Cataline* does not disclose “receiving post-issue event information associated with each of the one or more payments” or

“determining a period of time, based upon the stored information and the post-issue event information, to complete a future payment to the payee issued on behalf of a payor,” as in amended Claim 1. Instead, the Office Action relies on a combination of *Basch* and *Rehkopf*, respectively, for teaching the deficiencies of *Cataline*. Applicants respectfully submit, however, that neither *Basch* nor *Rehkopf*, alone or in combination with *Cataline*, teach or suggest the afore-mentioned features. In addition, because *Cataline* does not itself teach “determining a period of time . . . to complete a future payment to the payee issued on behalf of a payor,” as described above, relying on *Rehkopf* or *Basch* to fill the voids of “determining a period of time, based upon the stored information and the post-issue event information” is improper and does not satisfy each feature of independent Claim 1.

With respect to *Rehkopf*, the Office Action relies on *Rehkopf* for disclosing “determining a period of time, based upon the stored information and the post-issue event information, to complete a future payment to the payee issued on behalf of a payor,” which is admitted as not taught or suggested in *Cataline*. (Office Action, paragraphs 12-13). Applicants respectfully submit that *Rehkopf* does not at all teach or suggest bill payment functionality, and more specifically does not teach or suggest determining a period of time to complete a future payment to a specific payee, as in amended independent Claim 1. *Rehkopf* is generally related to benchmarking and optimizing end-to-end processing performance of a computer network, which clearly does not relate to bill payment. (*Rehkopf*, Abstract). The portion relied on in the Office Action describes testing the transaction rate of the network system by executing preset scripted files of “canned transactions,” which in one example can be “compiling corresponding bills” or a “Bill Computation and Customer Care Application,” and “input[ting] a fixed number of customer records into [a] batch cycle and record[ing] the time it takes to compile the bills.” (*Rehkopf*, column 8, lines 46-54, and column 9, lines 5-6). Testing computer processing transaction speeds of “canned transactions” in no way teaches or suggests “determining a period of time, based upon the stored information and the post-issue event information, to complete a future payment to the payee issued on behalf of a payor.” *Rehkopf* does not disclose or suggest stored information related to payments or post-issue information, and therefore cannot be relied on for determining a period of time to complete a payment based on that information.

Furthermore, Applicants respectfully assert that the combination of *Cataline* with *Rehkopf* is improper, and that one skilled in the art would not look to *Rehkopf*, which is related to benchmarking and optimizing computer network transaction processing, to improve or alter the subject matter of *Cataline* or the subject matter of Applicants' invention.

Additionally, Applicants submit that *Basch*, which references "[c]learing and settlement transactions between account issuers (e.g., banks) [that] represent another type of scoreable transaction that may be employed to assess the financial risk level of a particular account and/or account holder," (*Basch*, column 8, lines 30-34), also does not teach or suggest "receiving post-issue event information associated with each of the one or more payments," as in amended Claim 1, which is recited as being expressly associated with each of the payments to a payee and which may be transmitted by the payee, (*see also* Specification FIGS. 6A-6D). In addition, nothing in *Basch* teaches or suggests using such information to determine a period of time to complete a future payment to the payee for which post-issue event information was received.

Applicants additionally respectfully submit that the combination of *Cataline* with *Basch* is improper because the references are from non-analogous fields – *Cataline* is generally related to electronic bill payments and *Basch* is related to risk prediction in financial accounts. One skilled in the art would not look to *Basch* to improve or alter the subject matter of *Cataline* or the subject matter of Applicants' invention.

Therefore, for at least the reasons described above, because *Cataline* does not itself teach or suggest "determining a period of time . . . to complete a future payment to the payee issued on behalf of a payor," and because neither *Basch* nor *Rehkopf* cure the admitted deficiencies of *Cataline* – "receiving post-issue event information associated with each of the one or more payments" or "determining a period of time, based upon the stored information and the post-issue event information, to complete a future payment to the payee issued on behalf of a payor;" Applicants respectfully submit that independent Claim 1 is allowable over *Cataline*, *Basch*, and *Rehkopf*, and any combination thereof.

Amended independent Claim 16 and newly added independent Claim 44 each recite similar features as independent Claim 1, and therefore independent Claims 16 and 44 are

allowable over *Cataline*, *Basch*, and *Rehkopf*, and any combination thereof, for at least the same reasons.

Furthermore, Applicants state that amended dependent Claims 2-4, 8-9, 11, 13, 15, 17-19, 23-24, 26, and 28 and newly added dependent Claims 30-43 are allowable as a matter of law as depending from an allowable claim, notwithstanding their independent recitation of patentable features. Claims 5-7, 10, 12, 14, 20-22, 25, 27, and 29 have been cancelled by the above amendments, rendering the rejections thereof moot.

CONCLUSION

Reconsideration of the Application is requested in light of the amended claims and the remarks. Applicants believe they have responded to each matter raised in the Office Action. Allowance of the claims is respectfully solicited. It is not believed that any extensions of time or additional fees are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. §1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

If there are any issues which can be resolved by teleconference call or an Examiner's Amendment, the Examiner is invited to call the undersigned attorney.

Respectfully submitted,



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